

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

UMG RECORDINGS, INC., *et al.*,

Plaintiffs,

v.

RCN TELECOM SERVICES, LLC, *et al.*,

Defendants.

Civil Action No. 19-17272  
(MAS) (TJB)

**JOINT AGREED ADDENDUM TO PROTECTIVE ORDER  
REGARDING RIGHTSCORP SOURCE CODE**

WHEREAS the Court entered a Discovery Confidentiality Order (Dkt. No. 85) to protect party and non-party confidential business information in the above-captioned action on August 7, 2020;

WHEREAS defendant RCN Telecom Services, LLC (“RCN”), and its technical experts desire to review certain source code produced by third-party Rightscorp, Inc. (“Rightscorp”), including source code produced in other cases and deemed produced in the above-captioned action as well as further productions in this action;

The parties and Rightscorp hereby agree to the following provisions governing the review of the Rightscorp source code by RCN and its experts:

1. Rightscorp source code will be considered “ATTORNEYS’ EYES ONLY” or “ATTORNEYS’ EYES ONLY – SUBJECT TO DISCOVERY

CONFIDENTIALITY ORDER” (“Attorneys’ Eyes Only”) under the existing protective order, subject to the further requirements and conditions herein. The source code will only be reviewed by counsel for RCN and RCN’s technical experts, and not by any personnel of RCN. Any party counsel or technical expert that a party wishes to take part in the review must agree to these conditions in advance, with all technical experts using the forms in Exhibit A and Exhibit B hereto.

2. The Rightscorp source code will be provided on a stand-alone laptop. The laptop will be configured not to connect to the internet or any external drive or other storage device. RCN agrees that it will make no attempt to connect the computer to the internet or connect any external storage device to it. No person may bring into the room housing the source code review computer any analogue or electronic recording devices, including, but not limited to, audio, image or video recorders; or wireless devices with data transmission capabilities, unless agreed otherwise by Rightscorp in advance, in writing. The sole exception to this restriction being the ability for the technical expert to use a laptop computer to prepare his or her expert report during the review, with the understanding that such computer will not be used to record or duplicate the source code other than as set forth in this agreement.
3. No less than one week in advance of any scheduled review, RCN will provide written notice of all individuals that it requests to have access to the Rightscorp source code. Rightscorp will then have 2 business days to object to any such individual. Rightscorp and RCN shall meet and confer regarding any disputes. If and only if any disputes cannot be resolved within 3 business days of having met and conferred, RCN may apply to the Court for relief. Consent will not unreasonably be withheld, following proper notice.
4. No portion of the source code may be copied.
5. RCN may print portions of the Rightscorp source code reasonably anticipated to be necessary for use in, and preparation for, court filings and proceedings, expert reports, and depositions in the above-captioned matter. RCN will log the original name and location (i.e., directory path) of each printed source code file and provide this log to Plaintiffs and counsel for Rightscorp no later than the deadline for RCN’s expert disclosures. In no event may RCN print more than 50 consecutive pages of Rightscorp source code without prior written approval by Rightscorp.
6. Printed copies of Rightscorp source code shall be marked with the following:

“HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY COMPUTER SOURCE CODE” and otherwise maintained in confidence as required by “Attorneys’ Eyes Only” materials under the existing protective order. Printed copies of the Rightscorp source code shall be securely maintained in locked rooms or cabinets at the offices of RCN’s outside counsel or expert consultants. Printed copies shall be destroyed as soon as they are no longer needed. No electronic copies (e.g., Adobe PDF files) of any of the printed source code may be created, except as necessary for any filings with the Court, and such filings shall be made under seal.

7. RCN’s outside counsel or outside consultants may take notes during any Rightscorp source code inspection but may not copy portions of the Rightscorp source code into such notes. Any such notes must be marked with the “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY COMPUTER SOURCE CODE” marking applicable to the Rightscorp source code printouts and treated consistent with such materials and otherwise maintained in confidence as required by “Attorneys’ Eyes Only” materials under the existing protective order.
8. Rightscorp reserves all rights in connection with the review of its source code information including the right to take action against any party that violates any of the above conditions and to seek relief from the Court.
9. For the avoidance of doubt, this addendum applies to further productions of Rightscorp source code as well as prior productions of Rightscorp source code that have already been deemed produced in this action.

So ORDERED and SIGNED this 24<sup>th</sup> day of August, 2022.



HON. TONIANNE J. BONGIOVANNI

United States Magistrate Judge

The undersigned hereby stipulate to the terms and agree to the entry of the foregoing order.

/s/ Kathleen N. Fennelly

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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY  
JOINT AGREED ADDENDUM TO PROTECTIVE ORDER  
REGARDING RIGHTSCORP SOURCE CODE**

I, [print or type full name], state: My business address is \_\_\_\_\_;

1. My present employer is \_\_\_\_\_;

2. My present occupation or job description is \_\_\_\_\_;

3. I have been informed of and have reviewed the Discovery Confidentiality Order and the Addendum to Protective Order entered in this case, and understand and agree to abide by their terms. I agree to keep confidential all information provided to me in the matter of *UMG Recordings, Inc. et al. v. RCN Telecom Services, LLC, et al.*, Case No. 19-17272, in the United States District Court, District of New Jersey in accordance with the restrictions in the Supplemental Protective Order, and to be subject to the authority of that Court in the event of any violation or dispute related to the Supplemental Protective Order.

4. I state under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

\_\_\_\_\_  
[Signature]

Date: \_\_\_\_\_

\_\_\_\_\_  
[Printed Name]

**EXHIBIT B**

**CERTIFICATION OF CONSULTANT RE  
JOINT AGREED ADDENDUM TO PROTECTIVE ORDER  
REGARDING RIGHTSCORP SOURCE CODE**

I, \_\_\_\_\_[print or type full name], of  
\_\_\_\_\_[print or type employer name] am not an employee  
of the Party who retained me or of a competitor of any Party or of Rightscorp and  
will not use any information, documents, or things that are subject to the Joint  
Agreed Addendum to Protective Order Regarding Rightscorp Source Code in *UMG  
Recording s, Inc. et al. v. RCN Telecom Services, LLC, et al.*, Case No. 19-17272, in  
the United States District Court, District of New Jersey, for any purpose other than  
this litigation.

I state under penalty of perjury under the laws of the United States of America  
that the foregoing is true and correct.

\_\_\_\_\_  
[Signature]

Date: \_\_\_\_\_

\_\_\_\_\_  
[Printed Name]